Email: cewwm@bwssb.gov.in

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ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

BANGALORE WATER SUPPLY & SEWERAGE BOARD

O/o Chief Engineer(WWM-East), 5th Floor, Cauvery Bhavan, Bangalore-560009.

No. BWSSB/CE(WWM-East)/DCE(WWM-E&W)/TA-1/ 325 /2024-25 Date : 05/07/24

ADDENDUM

Sub: Tender for the Project Monitoring Consultancy Services Project Monitoring Consultancy service for the a) Work of Providing & Laying 900/1200/1400mm dia RCC NP3 Class Sewer line including Trenchless Technology Method from MV garden to Amarjyothi Layout ISPS Domluru b) Work of Design, Engineering Construction and Commissioning of Constructing ISPS Domuluru to 218 MLD STP Challghatta with 5 years O&M.

Ref: IFT No. BWSSB/CE(WWM-E)/ACE(WWM-N-E)/DCE(WWM-E&W)/TA-1/ 253/2024-25 Dt: 21-06-2024

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With reference to the above subject, invitation for the tender was invited vide IFT mentioned in reference letter. This addendum indicates the replies to the pre bid queries.

Chief Engineer(WWM-E)
BWSSB

PRE-BID QUERIES

Consultancy services Project Monitoring Consultancy service for the a) Work of Providing & Laying 900/1200/1400mm dia RCC NP3 Class Sewer line including Trenchless Technology Method from MV garden to Amarjyothi Layout ISPS Domluru b) Work of Design, Engineering Construction and Commissioning of Constructing ISPS Domuluru to 218 MLD STP Challghatta with 5 years O&M.

Reference No.: BWSSB/CE(WWM-E)/DCE(WWM-E &W)/TA-1/253/2024-25, Dated: 21-06-2024.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
1.	Page.4 and Page.15	In Page.4, it is mentioned as Time Period – **30 Months**, whereas it is mentioned as Carryout supervision of work for a period of **24 months** for quality at site for all civil, pipeline, Mechanical, Electrical and Instrumentation works and assist BWSSB in certifying the work and appraise BWSSB from time to time.	We request to clarify the duration of Construction period for which Consultancy Services is required.**Kindly Clarify.**	The duration of Construction Period for consultancy is 30 Months
2.	Page.5, Scope of Work	Study the detailed working drawings for all aspects of the **treatment plants** prepared by contractor and offer comments and approve for execution.	We understand that Consultants have to study the detailed working drawings for all aspects of Intermediate **Sewage Pumping Stations (ISPS)** prepared by the Contractor and offer comments and approval for execution.**Kindly Confirm.**	confirmed
3.	Page.14 , Cl 2.6.7	2.6.6 The Bidders are advised to quote the price accordingly. In addition, the statutory service tax as applicable shall be reimbursed separately, on an actual basis. Thus the Financial Bid should include all taxes excluding service tax. 2.6.7. All duties, taxes, and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by BWSSB. All taxes, duties, and levies (except service tax) in respect of the transaction between	1. Kindly review and confirm that "Service tax" mentioned in the RFP document is to be read as "GST". 2. Kindly clarify whether GST is applicable for this work. 3. Kindly confirm whether the bidders are to Quote the Financial Bid excluding GST. **Kindly confirm**. 4. In the event of GST being applicable in future, will the client pay the GST at the prevailing rates. **Kindly confirm**	Consultancy comes under pure Services hence no GST will be applicable

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
	Page.16, Cl. 3.8	BWSSB and Bidders shall be included in the Price Bid. 3.8 Taxes: All taxes shall be included in the offer, except the service tax, which shall be paid extra.		
4.	Page.15, Section-3, Data Sheet, Clause 3.3.1	Monitor the **STP trial run** and commissioning activity and evaluate performance of the plant with respect to the contract conditions and certify.	We understand that it shall be read as **ISPS trial run** and commissioning activity and evaluate performance of the plant with respect to the contract conditions and certify. **Kindly Confirm.**	confirmed
5.	Page.15, Section-3, Data Sheet, Clause 3.3.1	g) Carryout Inspection of equipment at manufacturer's place and witness factory testing of equipments on instruction from BWSSB on chargeable basis.	We understand all the expenses towards Travelling, lodging, and boarding incurred during the inspection at Factory premises will be borne by Contractor/BWSSB. **Kindly Confirm.**	All the expenses towards Travelling, lodging, and boarding incurred during the inspection at Factory premises will be borne by Contractor.
6.	Clause 3.7 Payment, Page No: 16	b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of BWSSB, be rejected.	Due to any reason beyond the control of client, if the work extends beyond 12 months, client will provide additional applicable fee for the additional extended period. This would help in reducing the financial burden on the Consultant and smooth completion of the project.**Kindly include suitable clause.**	Tender condition prevails
7.	3.6 FINANCIAL BID, Page.16	3.7 Payment a) Payments shall be made on Percentage basis.	Each invoice of consultant is payable **within 30 days** from the date of invoice. **Kindly confirm.**	Tender condition prevails
8.	Technical Evaluation, 1st Stage,	**Technical Evaluation(1stStage–Technical Evaluation of the Proposal)**	Kindly consider assignments in the last 10 years.	Tender condition prevails.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
	Page 19 (a)	**I. Experience of consultant:** a)The Consultant should have carried out Construction Supervision and commissioning of capacity 40 MLD or more. The ISPS must be operational for at least 3 years.		
9.	Technical Evaluation, 1st Stage, Page 19 (b)	ConsultancyFirm must have successfully implement-ed/commissioned, Project of at least 1 (One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers in last five years of total cost not less than Rs.35.16 Crore.	Kindly consider assignments in last 10 years.	Tender condition prevails
10.	Page.20	**Sub Table 2 –** Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed. **Table-** The Qualification and Experience Required for Key Staff	There is a mismatch in the total number of key positions required between these 2 Tables. Kindly confirm the exact number of positions, their qualification& experience requirement along with the corresponding marks allotted for the respective positions. **Please confirm.**	Tender condition prevails
11.	Page.20	Team Leader **Postgraduate in environmental engineering with minimum 15 years of Experience.**	We request to consider Graduate/Postgraduate in Civil/Environmental Engineering with minimum 15 years of Experience. **Kindly Confirm**	Considering Postgraduate in Civil/Environmental Engineering with minimum 15 years of Experience.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
12.	Clause 4.5 Specific Responsibility of Consultant. Page no: 22.	i) The consultant shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services, and all other input required for the purpose of the services.	We presume that the consultant's office should be at Bangalore location and consultant is not required to establish a project office at site. **Please clarify.**	Tender condition prevails
13.	Page.23	1. On checking and clearance of construction drawings received from contractor-40% on Contract Price a) On Review of process Design and Drawings 5% b) On Review of Mechanical GA Drawings 10% c) Electrical and Instrumentation GA Drawings 05% d) On Review of Structural Drawings 10% e) On completion of Equipment Inspection 5% 2 Commissioning and As built Drawings 5%	We request to consider following Payment Terms for Design, 1. On Review of process Design and Drawings -5% 2. On Review of Mechanical GA Drawings -10% 3. Electrical and Instrumentation GA Drawings -10% 4. On Review of Structural Drawings - 10% 5. On completion of Equipment Inspection – 2.5 % 6. On Review of Commissioning and As-built Drawings – 2.5% **Kindly Confirm.**	Tender condition prevails
14.	General Conditions of Contract, 2.7.2 By the Consultants , Page No. 27.	2.7.2 By the Consultants The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:	Kindly Include the below mentioned under this clause of the GCC: The Consultant should be able to Terminate this Agreement if the client becomes insolvent, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the	Tender condition prevails.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			happening of any similar event according to the laws of its domicile.	
15.	General Conditions of Contract, 8. Accountability, Page No-34.	8. Accountability 8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure. 8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant. 8.3 In addition BDA reserves the right to recover the performance security amount vested with BDA in the form of Bank guarantee given by the consultant against performance guarantee. Kindly remove this clause.	Kindly remove this clause.	Tender condition prevails.
16.	General Conditions of Contract Cl 9.1, Page No-34.	9. Penalty 9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.	**Kindly remove this clause.**	Tender condition prevails

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
17.	SCC Clause 1.7.2 on Page No. 35.	However, the **Consultancy Services tax** payable for this Consultancy Services shall be paid / reimbursed by the Client separately.	Please confirm that Consultancy Services tax to be read as "Goods & Services Tax (GST).	Consultancy comes under pure Services hence no GST will be applicable
18.	Special Conditions of Contract, Cl. 3.4, Page No-36.	3.4 The risks and the coverage's shall be: (3) Professional liability insurance, with a minimum coverage equal to **total contract value** for this consultancy;	Kindly consider the maximum Liability under this Consultancy contract shall be **limited to 5%** of the Consultancy Contract amount. Please confirm.	Tender condition prevails.
19.	General	General	If the Project gets extended beyond such dates, for reasons not attributable to Consultant, Consultant's compensation for balance scope of Project shall be escalated at 10 % per annum year on year. **Please confirm.**	As Per Bid Document
20.	General	Limitation of liability of the Bidder	Kindly clarify on the Limitation of Liability of the bidder under this contract. Please Confirm.	Tender condition prevails.
21.	General	General- The Limitation of liability of the Bidder	Kindly clarify on the Limitation of Liability of the bidder under this contract. Kindly consider the **maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy Contract amount.**	Tender condition prevails.
22.	General	General- Mobilization Advance.	Kindy consider 10% of the Contract Value as Mobilization advance against submission of Advance Bank guarantee. **Kindly confirm.**	Not applicable

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
23.	General	Legal Clauses.	We request you to include the following Legal clauses: • No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities consultants under this Contract, except for its' own wilful misconduct or as expressly provided by applicable law. • The Disputes which could not be mutually resolved in reasonable time shall be resolved through binding Arbitration to be conducted under Indian Arbitration and Conciliation Act, 1996. • Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement. • Any work done in addition to the agreed scope of work shall be charged extra. • The successful consultant may Suspend its' Services under the Contract if it is not paid as per the Terms and Conditions of this Contract. If such Suspension continues for 30 calendar days, TCE may terminate this	As Per Bid Document

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			Contract.	
24.	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: **VALIDITY OF COMPENSATION** - The compensation as detailed in this Contract shall remain valid up to *****. Should the Consultant's services for its' scope of work under this Contract get extended beyond this date due to any reasons not under the control or responsibility and hence not attributable to the Consultant, the said compensation for remaining portion of Consultant's scope of work to be performed during the extended period shall be escalated at ** percent per calendar year or part thereof.	As Per Bid Document
25.	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: The Bidder has considered ___ no. of revisions and ____ no. of hard copy deliverables in its' quoted price. Any additions to it shall be charged extra.	As Per Bid Document
26.	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees, or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this	As Per Bid Document

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
			Agreement including any made after the completion or the termination of this Agreement.	
27.	General	General	Kindly include the information on No. of revisions & hard copy deliverables in Contract price. Additions to it should be charged extra to Client.	As Per Bid Document
28.	General	General	Kindly include the below mentioned as part of the GCC/Conditions of Contract-: Consultant deliverables should be accepted / commented upon within ___ days since consultant submits the same. In the event of non-confirmation in such a stated time, the deliverables shall be deemed accepted & will automatically become eligible for full payment.	As Per Bid Document
29.	Last Date and time for Receipt of Tenders	08.07.2024, 17:30	We request you to consider **at least 3 weeks extension** for Proposal submission from the receipt of Response to all Bidders' Queries. **Please confirm.**	As Per Bid Document
30.	Page No. 19	Technical Evaluation (1st stage -Technical Evaluation of the Proposal) a) The Consultant should have carried out Construction Supervision and commissioning of capacity 40 MLD or more. The ISPS must be operational for at least 3 years.	As per RFP we understand that the eligible assignments require experience of PMC of Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers, hereby We kindly request that the experience of DPR (Detailed Project Report) Consultancy projects, as well as	Tender condition prevails.

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
		b) Consultancy Firm must have successfully implemented/commissioned, Project of at least 1 (One) Sewerage network Project Comprising Mains, Sub-Mains & trunk sewers in last five years of total cost not less than Rs.35.16 Crore The scope of the projects include preparation of Design, Detailed engineering and construction supervision/Project management services, commissioning of the system through competitive Bidding in India (Furnish copy performance certificate issued by the Owner/Employer not below the rank of Executive engineer)	international projects, be considered. This adjustment will enable a greater number of qualified bidders to participate in the tender process, thereby increasing competitiveness and fostering a broader pool of expertise	
31.	General		The title of the work suggests that the scope includes designing activities and supervision. However, the detailed scope mentioned within the tender documents specifies that the role of the consultant is limited to the review of drawings provided by the contractor and supervision of work. Also, as per Payment schedule, price breakup indicates only checking and Review of Design and Drawings. So, we request you please clarify whether the consultancy service involves actual design work and supervision, or if the consultancy's responsibility is confined to reviewing designs provided by the contractor and supervision of the same.	The consultancy service involves actual design work and supervision,

Sl. No.	RFP Reference	As per RFP	Query Requested	Reply
32.	General		We kindly request an extension of the submission deadline for at least two weeks, which was set for 08-07-2024 up to 05:30 PM. This extension will enable us to thoroughly review the requirements, conduct comprehensive research, and prepare a proposal that meets the project's objectives and specifications effectively.	Tender condition prevails.

Addl. Chief Engineer
(WWM-Network-East)
BWSSB

Chief Engineer
(WWM-East)
BWSSB